

05/19/2011



103625268

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

NewAlliance Bank

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Chartered Bank

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) March 15, 2011

- Assignment
- Security Agreement
- Other Termination and Release of Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CIRCA INC.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 415 Madison Ave.

City New York

State: New York

Country: USA Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 77328880, 76675680, 76157872, 76673423, 76380192

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CIRCA  
WE'LL TAKE IT FROM HERE

SELLJEWELRY  
Concentric circle logo Check mark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert G. Roomian

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 7111

City: Alexandria

State VA Zip: 22307

Phone Number 703 690-6451

Fax Number 703 842-8016

Email Address r.roomian@att.net

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/19/2011 AMULLINS 00000018 77328880  
 Deposit Account Number E 48.00 DP  
 02 FC:8522 100.00 DP  
 Authorized User Name \_\_\_\_\_

9. Signature:

Robert G. Roomian  
Signature  
Robert G. Roomian

May 17, 2011

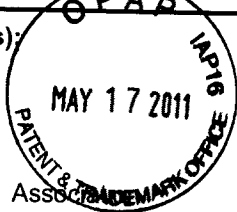
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

4

5-14-11



**TERMINATION AND RELEASE  
OF  
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement, (this "Release Agreement"), dated as of March 15, 2011, is made by NewAlliance Bank (the "Secured Party"), acting through its NewAlliance Commercial Finance operating division, and having a business location at 609 Canton Street, Suite 214, Westwood, Massachusetts 02090.

WHEREAS, CIRCA INC., a New York corporation, with a business location at 415 Madison Ave. New York, New York 10017 (the "Debtor") and the Secured Party are parties to that certain Credit and Security Agreement, and that certain Trademark Security Agreement both dated as of September 24, 2010, whereby the Debtor granted the Secured Party a security interest in and lien on, and collaterally assigned to the Secured Party all of its (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, and more particularly identified on Exhibit A attached hereto (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on September 27, 2010 at Trademark Reel 004284 and Frame 0499; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release and Assignment. The Secured Party hereby terminates and releases its security interest in and first priority lien on all of the Debtor's Trademarks, and the Secured Party hereby assigns and transfers to the Company, without recourse, all of the Secured Party's right, title and interest in and to each of the Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. Miscellaneous.

(a) This Release Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Security Party and delivered to the Debtor.

(b) This Release Agreement shall be governed by the internal law of Commonwealth of Massachusetts without regard to conflicts of law provisions.

IN WITNESS WHEREOF, the Secured Party has executed this Termination and Release of Trademark Security Agreement as of the date written above.

NEWALLIANCE BANK

By D. O'Rourke  
Name: Daniel O'Rourke  
Title: chief credit officer

**EXHIBIT A**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

<u>Trademark</u>	<u>Serial/Reg. No.</u>
CIRCA	77328880
WE'LL TAKE IT FROM HERE	76675680
SELL JEWELRY	76157872
Concentric circle logo	76673423
Check mark	76380192